

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O.R.G. RESTAURANTS, LLC		10/26/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	5938 PRIESTLY DRIVE, SUITE 200		
City:	CARLSBAD		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77009112	ORIGINAL ROADHOUSE GRILL	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	3820-58290		
NAME OF SUBMITTER:	DUSAN CLARK		
Signature:	/DUSAN CLARK/		

CH 77009112 \$40.00

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TRADEMARK
REEL: 003450 FRAME: 0528

Date:

12/26/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of October 26, 2006, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for itself and on behalf of the other Lenders to the extent and in the manner provided in the Credit Agreement (defined below) (in such capacity, together with its successors and assigns, "Agent"), and O.R.G. RESTAURANTS, LLC, a California limited liability company ("Debtor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Debtor (collectively, the "Loans") in the amounts and manner set forth in that certain Credit Agreement dated as of the date hereof, by and between Agent, as Administrative Agent, Lead Arranger and Syndication Agent, the Lenders party thereto and Debtor (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement). Lenders are willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Agent a security interest in certain trademarks to secure the obligations of Debtor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Debtor has granted to Agent a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Credit Agreement, Debtor grants and pledges to Agent a security interest in all of Debtor's right, title and interest in, to and under its intellectual property collateral (including without limitation those trademarks ("Trademarks") listed on Schedule A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the goodwill associated with such Trademarks, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world.

2. This security interest is granted in conjunction with the security interest granted to Agent under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other

Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity.

3. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

4. This Agreement shall terminate upon Debtor's payment and performance in full of all of the Obligations pursuant to the terms of the Credit Agreement and the other Loan Documents.

5. DEBTOR AND AGENT REPRESENT, WARRANT, AND ACKNOWLEDGE TO EACH OTHER THAT THIS AGREEMENT BEARS A REASONABLE RELATIONSHIP TO THE STATE OF NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE APPLICABLE LAWS OF THE UNITED STATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

AGENT:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: *J. Nicholas Cole*
Name: J. Nicholas Cole
Title: Managing Director

By: *Maureen S. Malphus*
Name: Maureen S. Malphus
Title: Vice President

Address:
5938 Priestly Drive, Suite 200
Carlsbad, California 92008
Attention: Loan Administration

DEBTOR:

O.R.G. RESTAURANTS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

Address:
620 N. Brand Blvd.
6th Floor
Glendale, California 91203

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

AGENT:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

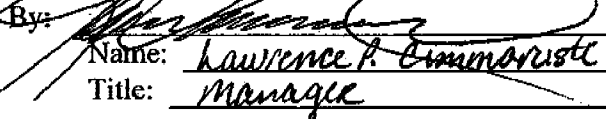
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address:
5938 Priestly Drive, Suite 200
Carlsbad, California 92008
Attention: Loan Administration

DEBTOR:

O.R.G. RESTAURANTS, LLC,
a California limited liability company

By: 
Name: Lawrence P. Commoriste
Title: Manager

Address:
620 N. Brand Blvd.
6th Floor
Glendale, California 91203

SCHEDULE A

Trademarks

Mark	Application/Serial Number	File Date	Registration #	Registration Date
ORIGINAL ROADHOUSE GRILL	77/009112	9/27/06	Not yet available	Not yet available